

# Exhibit D

**PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION  
FOR THE UNITED AIRLINES, INC. 2020 VOLUNTARY SEPARATION PROGRAM  
PLAN NUMBER 637**

United Airlines, Inc. (“United” or the “Company”) hereby adopts the United Airlines, Inc. 2020 Voluntary Separation Program (the “Program”) as follows:

1. Purpose of the Program

The purpose of the Program is to make separation benefits available to U.S. employees of the Company (including Puerto Rico and Guam) who meet the criteria described in Section 3 (“Eligible Employees”) to assist with their transition following voluntary separation from employment.

2. Effective Date

The “Effective Date” of the Program is March 26, 2020.

3. Eligibility

The “Window Period” for filing an application is the period commencing March 26, 2020 and ending April 10, 2020 (unless extended by the Company).

In order to be an Eligible Employee, you must be an active U.S. employee of the Company (including Puerto Rico and Guam) on March 26, 2020. In addition, you must have satisfied one of the following criteria on March 1, 2020:

Group 1: You were at least 63.5 years of age; or

Group 2: You were less than 63.5 years of age and had at least ten (10) years of company service (as measured from your adjusted Company seniority date); or

Group 3: You were was less than 63.5 years of age and had less than ten (10) years of company service (as measured from your adjusted Company seniority date).

If you are inactive during the entire Window Period, you are not eligible to participate, unless you are on a leave of absence pursuant to the Company’s Family and Medical Leave policy, the Company’s Military Leave policy, or a Company Offered Leave of Absence (COLA).

In addition, you are excluded from participation if:

- You revoke the Release.
- You are terminated for cause (as determined by the Plan Administrator in his or her sole and absolute discretion) before your Separation Date.
- You are under investigative suspension (unless waived by the Company).

4. Participation

To participate in the Program, you must be an Eligible Employee and fulfill the following requirements:

- (a) By April 10, 2020 (unless extended by the Company), you must execute online the Election Form and Waiver of Rights and Claims/Release from Liability (“Release”) without modification to be effective after seven (7) days without revocation. In signing the Release and subsequently separating from the

Company under the terms of this Program, you irrevocably resign your employment. In the event you are later rehired by the Company or any affiliate, the benefits and privileges under this Program will cease and will not be reinstated if you subsequently separate from employment.

- (b) You must be assigned a Separation Date by the Company and separate from the Company on that Separation Date. You must remain an Eligible Employee through your Separation Date. The Company explicitly reserves the right to determine your Separation Date based upon operational and business needs. The Company may make determinations with respect to applications on a rolling basis throughout the Window Period and assign Separation Dates for individual Eligible Employees as soon as the 8<sup>th</sup> day following submission of the electronic application and the Release. The Separation Date for all Eligible Employees will be no later than August 31, 2020, unless extended by the Company. Changes in operational need may require changes in this date, and the Company explicitly reserves the right to determine your Separation Date.
- (c) You must permit the Release to become legally effective by allowing seven (7) days to pass without revocation. The Company may request that you execute a second Release (which may be identical to the first one) closer to your Separation Date to cover the time period that has elapsed since the first Release was submitted to the Company. If requested by the Company, you must execute this second Release.

5. Company's Discretion to Limit Participation

The Company will consider all electronic applications it timely receives from Eligible Employees and determine the number of applications within each job classification and job location it will accept, if any. The Company will accept completed applications at its discretion. The Company shall not be obligated to accept the applications of any particular number of Eligible Employees for participation under this Program; nor shall it be required to grant a total number of releases from service pursuant to this Program greater than it judges to be necessary to adjust staffing properly in a particular job classification and job location. The Company reserves the right, in its sole discretion, to reject the application of any individual applicant based upon Company need.

6. Voluntary Separation Benefits

Upon fulfilling all the requirements in Section 4, if your completed application is accepted by the Company pursuant to Section 5, you will become a participant ("Participant") in this Program and be eligible for participation under Group 1, 2, or 3, based on your age and, if applicable, company service.

This Program provides continuation of medical benefits and pass travel privileges offered by the Company. Except as otherwise stated in this document, you will be subject to all terms and conditions of those programs as offered to active or retired employees, as applicable. In addition to reviewing the information below, you should also review the FAQ posted along with this document.

**Group 1 - Age 63.5+**

***Medical Benefits and Travel Privileges***

If you were age 63.5 or older on March 1, 2020, you may elect the following medical benefits and travel privileges:

Medical Benefits

Prior to becoming Medicare-eligible (typically age 65):

- If you are currently enrolled in United's active medical coverage, you will receive a minimum of 3 and a maximum of 18 months of continued medical coverage under COBRA at the same rates you pay today as an active employee.
- This means that you can remain in your current medical plan after you separate from the company, and United will continue to pay a significant portion of your healthcare costs. (Typically, COBRA coverage requires you to pay the full cost of coverage, both your portion and United's, plus a 2% administrative fee).

Once you become Medicare-eligible (typically age 65) (or August 1, 2020, if later):

- You will receive access to United-sponsored retiree medical coverage.
  - This currently includes the Aetna Medicare Advantage Extended Service Area (ESA) PPO plan with SilverScript prescription drug coverage. This plan is custom designed in partnership with Aetna specifically for United retirees. This plan cannot be purchased on the open market and has a similar design to many of the plans you have as an active employee.
  - The plan acts as a supplement to Medicare and provides extensive coverage at far lower costs than buying a Medicare plan on your own — the costs of this comprehensive plan are comparable to what you pay as an active employee.
  - Existing retiree HMO plans are also available if you live in an eligible service area.
  - You receive a \$90 monthly subsidy (plus another \$90 per month for a spouse or qualified domestic partner) paid by United toward your medical plan rates for one year. This is in addition to any current subsidies that may apply if you are covered under a collective bargaining agreement that includes post-Medicare coverage.
  - For a spouse or domestic partner to be eligible, they must be at least age 63.5 on March 1, 2020, and be eligible and enrolled in Medicare within the COBRA period. For a dependent child to be eligible, they must be eligible and enrolled for Medicare within the COBRA period.

In all cases, you must pay your portion of the medical premium in order to maintain coverage. If you fail to pay and coverage is dropped, your coverage will not be reinstated. Note that you may have additional medical options under your collective bargaining agreement. For example, you might have access to retiree bridge medical prior to Medicare, which you could take if you qualify (using available sick bank to pay for it), and then switch over to post-Medicare coverage under this Program.

#### Travel Privileges

You are eligible for continuation of active pass travel privileges for three years from your Separation Date. This excludes other airline (offline) travel, unless you are retirement eligible as of your Separation Date.

You will be considered eligible for retiree pass travel if:

- As of your Separation Date, you already meet the age and service requirements for United's retiree pass travel program; or
- As of your Separation date, you meet the service requirements for United's retiree pass travel program and, within 3 years from your Separation Date, you will meet the age requirements for United's retiree pass travel program.

If you satisfy either criteria, you will automatically transition to retiree pass travel when this Program ends. Your participation in the retiree pass travel program will be based on your age at the time this Program ends and your service as of your Separation Date. See below for more information about United's retiree pass travel program.

**Group 2 - Under Age 63.5 with 10 Years of Service**  
***Medical Benefits and Travel Privileges***

If you were under age 63.5 on March 1, 2020, but had 10 years of company service, you may elect the following medical benefits and travel privileges:

Medical Benefits

- If you are currently enrolled in United's active medical coverage, you will receive 18 months of continued medical coverage under COBRA at the same rates you pay today as an active employee. You must elect COBRA to get this benefit.
- This means that you can remain in your current medical plan after you separate from the company, and United will continue to pay a significant portion of your healthcare costs. (Typically, COBRA coverage requires you to pay the full cost of coverage, both your portion and United's, plus a 2% administrative fee).

In all cases, you must pay your portion of the medical premium in order to maintain coverage. If you fail to pay and coverage is dropped, your coverage will not be reinstated. Note that you may have additional medical options under your collective bargaining agreement.

Travel Privileges

You are eligible for:

- Unlimited, space-available, service charge leisure passes (SA5P) and boarding priority for 15 years from date of separation.
- Travel benefits can be used by you and eligible pass riders, including spouse or registered domestic partner and/or enrolled friend(s), dependent children until they reach age 26, adult buddy children, and parents.
- Extended family buddy and regular buddy pass travel is permitted during the travel eligibility period.
- Travel is valid on United and United Express flights only. United Express flights are flights that operate pursuant to our capacity purchase agreements, so long as contractually available. All valid flights will be shown in employeeRES.
- This Program excludes annual vacation pass allotment, myUADiscount, and other airline (offline) travel.

If you meet either of the following criteria, you will automatically transition to retiree pass travel at the end of the 15-year Program period:

- As of your Separation Date, you already meet the age and service requirements for United's retiree pass travel program; or
- As of your Separation date, you meet the service requirements for United's retiree pass travel program and, within 15 years from your Separation Date, you will meet the age requirements for United's retiree pass travel program.

Your participation in the retiree pass travel program will be based on your age at the time this Program ends and your service as of your Separation Date. You have the option to convert to retiree pass travel privileges, once eligible, before this Program ends. Once converted to retiree pass travel, you will not have the option to revert back to this Program. See below for more information about United's retiree pass travel program.

**Group 3 - Under Age 63.5 With Less Than 10 Years of Service**  
***Medical Benefits and Travel Privileges***

If you were under 63.5 and had less than 10 years of company service on March 1, 2020, you may elect the following medical benefits and travel privileges:

Medical Benefits

- If you are currently enrolled in United's active medical coverage, you will receive 6 months of continued medical coverage under COBRA at the same rates you pay today as an active employee. You must elect COBRA to get this benefit.
- This means that you can remain in your current medical plan after you separate from the company, and United will continue to pay a significant portion of your healthcare costs. (Typically, COBRA coverage requires you to pay the full cost of coverage, both your portion and United's, plus a 2% administrative fee).
- After the expiration of 6 months, you may continue your COBRA medical coverage for up to an additional 12 months, provided you pay the full cost of coverage, plus the 2% administrative fee).

In all cases, you must pay your portion of the medical premium in order to maintain coverage. If you fail to pay and coverage is dropped, your coverage will not be reinstated. Note that you may have additional medical options under your collective bargaining agreement.

Travel Privileges

You are eligible for:

- Unlimited, space-available, service charge leisure passes (SA5P) and boarding priority for one year for every year of completed company service. In addition, you will receive one additional year if you have at least one day of completed service in any partial year (maximum one additional year). So, for example, if you had 4 years and one month of completed company service, you would receive 5 years of continued pass travel privileges.
- Travel benefits can be used by you and eligible pass riders, including spouse or registered domestic partner and/or enrolled friend(s), dependent children until they reach age 26, adult buddy children, and parents.
- Extended family buddy and regular buddy pass travel is permitted during the travel eligibility period.
- Travel is valid on United and United Express flights only. United Express flights are flights that operate pursuant to our capacity purchase agreements, so long as contractually available. All valid flights will be shown in employeeRES.
- This Program excludes annual vacation pass allotment, myUADiscount, and other airline (offline) travel.

If you meet either of the following criteria, you will automatically transition to retiree pass travel when your period of continued pass travel privileges ends under the Program:

- As of your Separation Date, you already meet the age and service requirements for United's retiree pass travel program; or
- As of your Separation date, you meet the service requirements for United's retiree pass travel program and, within the Program period in which you are receiving continued pass travel privileges, you will meet the age requirements for United's retiree pass travel program.

Your participation in the retiree pass travel program will be based on your age at the time this Program ends and your service as of your Separation Date. You have the option to convert to retiree pass travel

privileges, once eligible, before this Program ends. Once converted to retiree pass travel, you will not have the option to revert back to this Program. See below for more information about United's retiree pass travel program.

***General Information About Medical, Dental, and Vision Benefits (Applicable to Groups 1, 2, and 3)***

Continuation of medical coverage under COBRA is described above. By electing to participate in this Program, you are waiving your right to any other COBRA medical coverage.

For dental and vision coverage, you and your dependents will be eligible to continue any Company-sponsored dental and vision benefits if already enrolled. Coverage is limited to 18 months in accordance with COBRA. You must pay the total cost of coverage, plus the 2% administrative fee, to maintain coverage, and coverage will not be reinstated once dropped due to nonpayment. Continuation coverage will be provided under the terms of United Airlines Employee Welfare Benefit Plan as well as the requirements of COBRA. Active employee rates are subject to change during the term of this Program.

If you are also eligible for the retiree bridge medical program or pre-Medicare coverage under a collective bargaining agreement, you may choose that coverage or the pre-Medicare coverage under this Program, but you cannot elect both medical coverage options. However, you may elect retiree bridge medical or pre-Medicare coverage, if eligible under your collective bargaining agreement, along with COBRA Coverage for dental and/or vision.

***General Information About Pass Travel Privileges (Applicable to Groups 1, 2, and 3)***

Your participation in the Company's pass travel program is subject to the terms of that program as in effect from time to time. Following are some of the details of the current pass travel program:

- Pass travel is currently valid on United Airlines and United Express.
- Payroll deduction is not available for former employees, so any applicable service charges will be billed directly to your home address. Payment for travel privileges (if applicable) will be at the applicable charge for the itinerary used. These amounts may be collected by the Company before or after travel, subject to then-applicable Company procedures.
- Future changes in United's pass travel policies or agreements with other carriers respecting pass travel by employees or eligible former employees may result in changes to or elimination of eligibility for pass travel. United expressly reserves the right to change any policies respecting active and retiree pass travel, including, but not limited to, boarding priority and individuals eligible for travel.
- United may terminate a Participant's pass travel privileges if United determines, in its sole discretion, that the Participant or any other person flying under such Participant's pass travel privileges (a) abused pass travel, or (b) participated in or contributed to disruptive conduct, or (c) otherwise violated United's pass travel policies in effect from time to time.

Under the current retiree pass travel policy, retiree status for pass privileges occurs when an employee reaches the following age and active service requirements:

- 45-50 years of age and 20 years of service
- 51 years of age and 18 years of service
- 52 years of age and 16 years of service
- 53 years of age and 14 years of service
- 54 years of age and 12 years of service

- 55 years of age and 10 years of service
- 65 years of age and 5 years of service

Your years of active service for purposes of the Company's retiree pass travel policy are fixed as of your Separation Date. Please review the FAQ for more information about pass travel.

***General Information About Retirement Benefits (Applicable to Groups 1, 2, and 3)***

The provisions of this Program do NOT apply for purposes of satisfaction of the necessary age and service requirements to be eligible to elect Early or Normal Retirement under the Continental Retirement Plan (CARP) or the Continental Pilots Retirement Plan (CPRP). Nor do they apply for purposes of any age or service requirements or distribution options under any retirement plan maintained by the Company or its affiliates in which you may be a participant. Eligibility for benefits under any such plan will be determined solely under the terms of such plan.

7. Method of Payment; Taxes

Company pass travel provides in-kind privileges in the form of on-line only, non-revenue space-available air transportation in accordance with United's pass travel policies as these may change from time to time. In no circumstance shall any Participant be entitled to any cash payment to reimburse for such privileges. Certain pass travel privileges are taxable. The taxable calculation is subject to change. Tax withholding amounts may be collected by the Company before or after travel, subject to then applicable Company procedures. The Company will report the taxable value of pass travel, and any taxes collected, to the Participant at the end of the travel year. Please see the FAQ for more information.

8. Non-Assignment of Program Benefits

Benefits under this Program may not be assigned, pledged, or encumbered; nor may any right or interest in any benefit provided under the Program be transferred in any other manner. Further, any individual other than a Participant using travel privileges must, *at the time of flight*, qualify as the Participant's travel eligible dependent/companion under the requirements of United's travel policies as in effect at that time. Program Benefits may not be extended pursuant to any legal proceeding or court order, nor may they be apportioned under any divorce decree or separation agreement.

9. Plan Amendment and Termination

The Company may from time to time, in its discretion, amend, in whole or in part, any or all of the provisions of this Program or terminate this Program; provided, however, that any amendment or termination will not alter your eligibility once you are receiving benefits under this Program. Notwithstanding the foregoing, the reservations of rights under the Company's active and retiree medical plans and pass travel programs will continue to apply with respect to the Company's rights to modify, amend, or terminate those plans at any time and for any reason. This means that you will be subject to the same changes to medical benefits and pass travel programs that apply to active or retired employees, as applicable. If not terminated earlier, the Program will terminate automatically upon the expiration of the benefits provided hereunder.

10. Plan Year

The Plan Year is the twelve-consecutive month period commencing on January 1 of each year; provided, however, that the first Plan Year shall commence on the Effective Date and end on December 31, 2020.

11. Effect of Death on Benefits

Except as described in this Section, medical benefits and pass travel privileges under this Program will cease immediately in the event of your death.

Your enrolled survivors may continue their COBRA medical coverage for the remainder of the applicable period, including continuing to receive any Company-provided subsidy, provided they pay their portion of the monthly premium. In addition, if you are in Group 1 and your spouse or domestic partner is Medicare eligible at the end of the subsidized COBRA period, he or she may elect to enroll in the United-sponsored retiree medical coverage available under this Program and continue that coverage for so long as he or she continues to pay the required monthly premium. Alternatively, if you were eligible under a collective bargaining agreement for post-Medicare retiree medical coverage on your Separation Date, your surviving spouse or domestic partner would have access to survivor coverage under the collective bargaining agreement if those terms are better than the provisions of this Program.

Your survivors may continue their pass travel privileges under this Program through the end of the applicable Program period. If you were eligible for retiree pass travel privileges on your Separation Date, then at the end of the applicable Program period they would switch over to the retiree pass travel program, subject to the terms applicable to survivors in that program.

## 12. Named Fiduciary and Plan Administrator

The Company's Executive Vice President Human Resources and Labor Relations is designated as the "Named Fiduciary" and "Plan Administrator" of the Program. If at any time during the term of the Program, the office of the Executive Vice President Human Resources and Labor Relations is vacant, the senior officer in Human Resources with responsibility for compensation and benefits shall serve until such position is filled. The general administration of the Program shall be vested in the Plan Administrator. The Plan Administrator shall supervise the administration and enforcement of the Program according to the terms and provisions hereof and shall have all powers necessary to accomplish these purposes, including, but not by way of limitation, the right, power, discretion, and authority:

- (a) To make rules, regulations, and by-laws for the administration of the Program that are not inconsistent with the terms and provisions hereof and to enforce the terms of the Program and such rules and regulations;
- (b) To construe in his or her discretion all terms, provisions, conditions, and limitations of the Program;
- (c) To correct any defect or to supply any omission or to reconcile any inconsistency that may appear in the Program in such manner and to such extent as the Plan Administrator shall deem in his or her discretion expedient to effectuate the purposes of the Program;
- (d) To employ and compensate such accountants, attorneys, investment advisors, and other agents, employees, and independent contractors as the Plan Administrator may deem necessary or advisable for the proper and efficient administration of the Program;
- (e) To determine in his or her discretion, all questions regarding eligibility and participation; and
- (f) To make a determination in his or her discretion as to the right of any person to a benefit under the Program and to prescribe procedures to be followed by Participants in obtaining benefits hereunder.

All decisions, interpretations, and determinations of the Plan Administrator shall be final and binding upon all parties. The Plan Administrator shall make all reports and disclosures required by law.

The Plan Administrator may be contacted at the following address and telephone number:

Executive Vice President – Human Resources and Labor Relations  
United Airlines, Inc.  
233 South Wacker Drive  
Chicago, Illinois 60606  
1-877-825-3729

13. Agent for Service of Process

Legal process may be served on:

Executive Vice President – Human Resources and Labor Relations  
United Airlines, Inc.  
233 South Wacker Drive  
Chicago, Illinois 60606  
1-877-825-3729

14. Plan Sponsor

The sponsor is United Airlines, Inc., 233 South Wacker Drive, Chicago, Illinois, 60606; phone 1-877-825-3729; Employer Identification Number 74-2099724.

15. Type of Plan and Administration

The Program is a welfare benefit plan providing separation benefits that is self-administered by the Company. The Program is not part of any other plan or program of the Company.

16. Claim Procedures

Benefits under the Program shall become available to a Participant as soon as administratively feasible after the Participant's Separation Date. Any employee or beneficiary (a "Claimant") who does not receive benefits under the Program and who believes that he or she is entitled to a benefit, or who has received benefits under the Program but believes that he or she is entitled to a greater benefit, may file a claim for benefits in writing with the Plan Administrator. In the event of an "Adverse Benefit Determination" (which includes a denial or modification of the claim, or an invalidation for failing to follow the Program's claim submission procedures), the Plan Administrator shall furnish a written notice to the Claimant within ninety (90) days (or within one hundred and eighty (180) days if the Plan Administrator determines that special circumstances necessitate an extension of the ninety-day period, in which case the Claimant will be informed of the extension and the circumstances requiring the extension in writing prior to its commencement), which notice shall:

- (a) State the specific reasons for the Adverse Benefit Determination;
- (b) Provide specific reference to pertinent Program provisions upon which the Adverse Benefit Determination is based;
- (c) Provide a description of any additional information or material necessary to perfect the claim and an explanation of why such information or material is necessary; and
- (d) Explain the Program's claim review procedure and include a description of the right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), following an Adverse Benefit Determination on review.

17. Review Procedure

In the event of an Adverse Benefit Determination on a claim for benefits, if the Claimant desires to have the Adverse Benefit Determination reviewed, he or she must, within 60 days following receipt of the notice of the Adverse Benefit Determination, submit a written request for review by the Plan Administrator of such determination.

During this review process, the Claimant will have the opportunity to submit written comments and other information relating to the claim, and will have reasonable access to, and upon request, copies of, all documents and other information relevant to the claim free of charge. Any items submitted to the Plan Administrator will be considered without regard to whether such items were considered in the initial benefit decision. Within sixty (60) days (or within one hundred and twenty (120) days if the Plan Administrator determines that special circumstances necessitate an extension of the sixty-day period, in which case the Claimant will be informed of the extension and the circumstances requiring the extension in writing prior to its commencement) following such request for review the Plan Administrator shall, after providing a full and fair review, render its final determination in writing (or electronically) to the Claimant. However, the review process may be delayed if Claimant fails to provide information that is requested by the Plan Administrator. If the Plan Administrator approves the claim on review, then it will be processed as soon as administratively practicable. In the event of an Adverse Benefit Determination on review, the Plan Administrator's final decision will include:

- (a) The specific reason or reasons for the Adverse Benefit Determination;
- (b) The Program provisions upon which the Adverse Benefit Determination is based;
- (c) A statement that the Claimant is entitled to reasonable access to, and upon request, copies of, all documents and other information relevant to the claim free of charge; and
- (d) A statement of the Claimant's right to bring a civil action under section 502(a) of ERISA.

A Claimant may, by submitting a written statement to the Plan Administrator, authorize an individual or entity to pursue his or her claim for benefits under the Program and/or his or her request for a review of an Adverse Benefit Determination made with respect to a claim.

Completion of the claims procedures described in this Section 18 will be a condition precedent to the commencement of any legal or equitable action in connection with a claim for benefits under the Program by a Claimant or by any other person claiming rights individually or through a Claimant.

#### 18. Notice to Participants and Beneficiaries

Each Participant in the Program is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This document serves both as the plan document governing the operation of the Program and as the Summary Plan Description. This Section 19 contains a notice of your rights under ERISA.

ERISA provides that all plan participants shall be entitled to:

##### Receive Information About Your Plan And Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites, all documents governing the plan and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for any copies requested.

#### Prudent Actions By Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of an employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

#### Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of this document, or other documents governing the terms of the Program, or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive such materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds that your claim is frivolous).

#### Assistance With Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this notice of rights or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### 19. Effect of Document

In the event of any inconsistency between this document and any other communication regarding the Program, this document controls.

#### 20. Controlling Law

The Program and the Release shall be interpreted under the laws of the State of Illinois to the extent not preempted by ERISA. The parties agree that venue and jurisdiction for any action under this plan shall lie solely in federal court in Chicago, Illinois.